

CONTRACT FOR SERVICES

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE MONTANA UNIFORM ARBITRATION ACT

This Contract (MED-99-005-5-MWP) is made and entered into by and between the Montana Department of Corrections, **Montana Women's Prison** (hereinafter referred to as the "DEPARTMENT"), whose address and phone number is 1539 11th Avenue, Helena, Montana 59620-1301 and (406) 444-3930; and **Mark Reynolds, O. D.**, (hereinafter referred to as "CONTRACTOR"), whose address, phone number are: 2675 Central Avenue, Lamplighter Square, Billings, Montana 59102, 406-656-8886.

THE DEPARTMENT AND THE CONTRACTOR, AS PARTIES TO THIS CONTRACT AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR:

Under the terms of this CONTRACT, the CONTRACTOR hereby agrees to provide Optometric services to Montana Women's Prison inmates at the Contractors designated place of business.

- A. Optometric services to be provided under this contract will include, but not be limited to, the following:
- 1) Routine eye examinations on each inmate every two years, or more frequently due to special vision deficits, and the dispensing and fitting of prescribed eyeglasses.
 - 2) Consult and/or meet with the DEPARTMENT'S Medical Director, contracted primary care physician(s), or MWP staff, as requested.
 - 3) Notify the DEPARTMENT'S Medical Director and the appropriate primary care physician when an inmate requires treatment or services extending beyond the scope of the CONTRACTOR'S specialty or the scope of this CONTRACT.
 - 4) Maintain accurate records of each patient contact in accordance with generally accepted optometric standards. These records must then be given to the MWP medical unit for retention in the inmates' official medical record.
 - 5) When requested by the DEPARTMENT, participate in meetings concerning cost containment and medical management agendas and cooperate with Blue Cross and Blue Shield of Montana (BCBSMT) involving medical necessity reviews and provider reimbursements for inmate services.
- B. The CONTRACTOR is required to order all corrective lenses, frames, and replacement parts, through a designated Walman Optical laboratory. The CONTRACTOR must use preprinted, provider specific, Medicaid order forms, designating inmates' "AO" number, "DOC Liability", or "Inmate Liability" on the form. The Montana Medicaid listing of Walman approved frames and optics, with supporting procedure/service codes, must be used exclusively by the CONTRACTOR.

- 1) Inmates requesting an extra pair of glasses, non-medically necessary lens coatings, photo chromatic lenses, will be personally responsible for these costs. In these instances, the CONTRACTOR must note "Inmate Liability" on the Walman order form and obtain confirmation (signature/initials) from the inmate that these features have been requested and that he will accept financial responsibility for the additional costs.
 - a) Costs for non-medically necessary add-on's and additional glasses must be paid directly to the contractor, by the inmate, prior to receipt. Inmates will be billed for these services at the current Medicaid fee schedules and limits.
 - b) Contact lenses are **not** available under this contract **unless** medically necessary and approved by the Departments' Medical Director or Health Services Manager.
- 2) The CONTRACTOR must clearly substantiate and document any medically necessary add-on's - such as photo chromatic lens prescription - in the inmate medical chart and on the Walman order form.
- 3) Inmates may receive an eye exam and, if medically necessary, new lenses (frames not included) every year if they develop significant menopausal symptoms with vision changes.
- 4) Repair or replacement of eyeglasses within a two-year time limit must be prior authorized by the Prison's contracted Registered Nurse. Repair/Replacement will be at the inmate's expense. However, eyeglasses lost or broken in a substantiated work related incident, or replacement based on substantiated medical necessity, will be replaced at the DEPARTMENT'S expense. (* EXCEPTION - Frames/lenses still under warranty.)
- 5) If an initial lens prescription is not appropriate for correct vision needs, and a second lens prescription is required, the cost of the second set of lenses will be at the DEPARTMENT'S expense.

2. BILLING AND COMPENSATION

In consideration for the services provided under this contract, the CONTRACTOR will be responsible for his own billing and will be compensated according to the following criteria:

- A. Optometric services, which include vision examination and fitting/dispensing, will be billed to BCBSMT on the HCFA-1500 claim form. Billing information will include, but not be limited to, the inmate "AO" number, valid diagnosis codes and Montana Medicaid's current procedure/service codes. The BCBSMT address is:

Blue Cross & Blue Shield of Montana
Corrections Medical Program
Box 5019
Great Falls, MT 59403

- B. The CONTRACTOR will be compensated by BCBSMT according to current fee schedules and limits as contained in MT Medicaid's Optometric Services Manual.

- C. The DEPARTMENT may withhold payments to the CONTRACTOR if the CONTRACTOR has not performed in accordance with the terms of this Contract.

3. AGENCY ASSISTANCE

The DEPARTMENT will provide access to needed records and information in order for the CONTRACTOR to perform his contractual duties. MWP's contracted Registered Nurse will coordinate the CONTRACTOR'S scheduling and insure inmate appointments are kept.

4. TIME OF PERFORMANCE

The term of this CONTRACT will be from November 1, 1998 through June 30, 1999. The CONTRACTOR and the DEPARTMENT agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended up to five (5) additional years. In no case may this contract exceed six (6) years total.

5. LIAISON

- A. MWP's contracted Registered Nurse, Elizabeth (Betty) Hanson (247-5100, ext. 135), or her designee, will be the liaison to the CONTRACTOR concerning inmate service scheduling and dispensing issues. Julie Reardon RN, the Department's Managed Care Coordinator, 406-444-9894, will be the liaison to the CONTRACTOR concerning contract issues and issues between the CONTRACTOR, Walman Optical Company, and Blue Cross/ Blue Shield of Montana.
- B. Sue Reynolds (656-8886) will be the liaison for the CONTRACTOR.
- C. Written notices or complaints must first be directed to the liaison.

6. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials, programs, or procedures developed or utilized by CONTRACTOR in its performance under this Contract will be the joint property of the CONTRACTOR and the DEPARTMENT.

7. CONTRACTED PARTY'S EMPLOYMENT STATUS

The CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any of its employees or agents are employees of the DEPARTMENT. **THE CONTRACTOR WILL NOT BE COMPENSATED FOR WORK PERFORMED PRIOR TO HAVING PROVIDED TO THE DEPARTMENT A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A CERTIFICATE OF EXEMPTION UNDER 39-71-401, MCA.**

The CONTRACTOR is not covered by provisions of the Montana Tort Claims Act.

8. INSURANCE

PROFESSIONAL LIABILITY: The CONTRACTOR is required to maintain professional liability insurance during the term of this Contract. Coverage will be at a minimum of \$500,000.00 combined single limit per occurrence with a \$1 million annual aggregate single limit per occurrence.

GENERAL LIABILITY: The CONTRACTOR is required to maintain general liability occurrence coverage for bodily injury, personal injury, and property damage at a minimum of \$1 million combined single limit per occurrence with a \$1 million annual aggregate single limit per occurrence.

Insurance coverage will be primary insurance as respects the state, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, employees, or volunteers will be excess of the CONTRACTOR'S insurance and will not contribute with it. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

The insurances required by these clauses require that the insurance company give the DEPARTMENT written notice 30 days before the date of coverage expiration.

9. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR agrees that he is financially responsible (liable) for any audit exceptions or other financial loss to the DEPARTMENT which occurs due to the negligence, intentional acts, or failure for any reason, to comply with terms of this contract.

The CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, subcontractors, or representatives. Nothing herein will be construed as an agreement by the CONTRACTOR to release, indemnify and hold harmless, the DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of the DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of the CONTRACTOR.

10. ACCESS AND RETENTION OF RECORDS

- A. The CONTRACTOR agrees to provide the DEPARTMENT, the Legislative Auditor or their authorized agent's access to any records concerning this Contract.
- B. The CONTRACTOR agrees to create and retain all records supporting the services rendered (or goods delivered) for a period of three years after either the completion of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

11. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the DEPARTMENT. No such written approval will relieve the CONTRACTOR of any obligations of this Contract and any transferee or subcontractor will be considered the agent of the CONTRACTOR. The CONTRACTOR will remain liable as between the original parties to the Contract as if no such assignment had occurred.

12. COMPLIANCE WITH LAWS

The CONTRACTOR must comply with all applicable federal and state law including, but not limited to the prevailing wage laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

13. MONTANA PRODUCT PREFERENCE

The CONTRACTOR agrees to provide Montana made goods where those goods are comparable in price and quality to those required by this contract, pursuant to 18-1-112(1), MCA.

14. TERMINATION AND DEFAULT

- A. The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time the CONTRACTOR fails to perform as required in this Contract.
- B. This Contract may be terminated without cause by either party by providing written notice to the other as described in this paragraph. If the termination is without cause, the party desiring to terminate the Contract will provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract will not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. The DEPARTMENT, at its sole discretion, may terminate this CONTRACT if available funding is reduced.

15. VENUE

This CONTRACT is governed by the laws of Montana. The parties agree that any mediation, arbitration or litigation concerning this CONTRACT must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

16. FREEDOM FROM DISCRIMINATION STATEMENT

All parties of this contract agree that all hiring must be done on the basis of merit and qualifications and there may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the person or persons performing the contract.

17. LICENSURE

The contractor agrees to provide copies of any current licenses and certifications which register the contractor and any associates covered under this contract.

18. ARBITRATION

Any claim arising out of, or related to, this Contract will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. LIMITS OF AGREEMENT

This Contract contains the entire agreement between the parties and no statement, promises or inducements made by either party or agents thereof which are not contained in the written Contract will be binding or valid. This Contract will not be enlarged, modified or altered except upon written agreement signed by all parties to the agreement.

20. COMPLETED CONTRACT

The DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Jo Acton, Warden
Montana Women's Prison

Dr. Mark Reynolds, O.D.

Date

Date

Approved for Legal Content by: _____
Legal Counsel
Department of Corrections

Date

AMENDMENT EXTENDING CONTRACT

THIS AMENDMENT EXTENDING CONTRACT (Amendment 1) is made and entered into the 1st day of July 1999, by and between the State of Montana, Department of Corrections, (hereinafter referred to as the "DEPARTMENT"), whose address and phone number is 1539 11th Ave., Helena, Montana 59620-1301, and (406)444-3930; and **Mark Reynolds, O.D.** (hereinafter referred to as the "CONTRACTOR") whose address and phone number is 2675 Central Avenue, Lamplighter Square, Billings, Montana 59102 and (406)656-8886.

WHEREAS the Contract entered into between the parties on November 1, 1998 will expire on June 30, 1999; and

WHEREAS the intention of the parties is to continue the contract beyond the expiration date for a period of one year.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR agree to amend the Contract made between them and effective on July 1, 1999 as follows:

TERM: This Amendment shall extend the expiration date of the Contract to the **30th day of June, 2000.**

All other provisions contained in the Contract dated July 1, 1999, shall remain unchanged.

DEPARTMENT

Gary Willems, Chief
Contracts Management Bureau

Date

CONTRACTOR

Mark Reynolds, O.D.

Date

Reviewed for Legal Content by:

Department of Corrections

Date

CONTRACT AMENDMENT - EXTENSION

THIS CONTRACT AMENDMENT (Amendment #2) is made and entered into by and between the State of Montana, Department of Corrections, (hereinafter referred to as the "DEPARTMENT"), and **Mark Reynolds** (hereinafter referred to as the "CONTRACTOR").

WHEREAS the Contract entered into between the parties on November 1, 1998 will expire on June 30, 2000; and

WHEREAS the intention of the parties is to continue the contract beyond the expiration date for a period of one year.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR agree to amend the Contract made between them and effective on November 1, 1998 as follows:

SECTION IV:

TERM: This Amendment shall extend the expiration date of the Contract to the 30th day of June, 2002.

The foregoing constitutes this Amendment to the Contract. All other provisions contained in the Contract dated November 1, 1998, as amended, shall remain unchanged.

DEPARTMENT

Sally Johnson, Administrator
Professional Services Division

Date

CONTRACTOR

Mark Reynolds

Date

Reviewed for Legal Content by:

Department of Corrections

Date

CONTRACT AMENDMENT
CONTRACT #MED-99-005-5-MWP

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the State of Montana, Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Mark Reynolds, OD (CONTRACTOR)** and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 1, 1998 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, Section 4 provides that the Contract expires on June 30, 2002 and further provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree as follows:

Section 4 – TIME OF PERFORMANCE is amended to read (new language underlined, old language interlined):

The term of this CONTRACT will be from November 1, 1998 through June 30, ~~2002~~ 2004. The CONTRACTOR and the DEPARTMENT agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended up to ~~five (5)~~ one (1) additional years. In no case may this contract exceed six (6) years total.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

Mark Reynolds, OD

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT
CONTRACT #MED-99-005-5-MWP

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) PO Box 201301, 1539 11th Avenue, Helena MT 59620-1301 and **Mark Reynolds, OD** (CONTRACTOR) 2675 Central Avenue, Lamplighter Square, Billings, Montana 59102 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of November 1, 1998 and Section 19 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2004 and Section 4 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

4. TIME OF PERFORMANCE

The term of this CONTRACT will be from November 1, 1998 through June 30, ~~2004~~ 2005. ~~The CONTRACTOR and the DEPARTMENT agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended up to one (1) additional years.~~ In no case may this contract exceed six (6) years total.

5. LIAISON

- A. MWP's contracted Registered Nurse, Elizabeth (Betty) Hanson (247-5100, ext. 135), or her designee, will be the liaison to the CONTRACTOR concerning inmate service scheduling and dispensing issues. ~~Julie Reardon RN~~ Laura Janes RN, the Department's Managed Care Coordinator, 406-444-9894, will be the liaison to the CONTRACTOR concerning contract issues and issues between the CONTRACTOR, Walman Optical Company, and Blue Cross/ Blue Shield of Montana.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Jo Acton, Warden
Montana Women's Prison

Date

CONTRACTOR

Mark Reynolds, OD

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date